

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: April 21, 2004

Division: Growth Management

Bulk Item: Yes X No

Department: Environmental Resources

AGENDA ITEM WORDING: Approval for a Grant Conservation Easement for Lot 8, Coral Coast PB7-PG63 Monroe County, Florida RE#00555231-000800.

ITEM BACKGROUND: none

PREVIOUS RELEVANT BOCC ACTION: none

CONTRACT/AGREEMENT CHANGES: none

STAFF RECOMMENDATIONS: Approval

TOTAL COST: \$28.50

BUDGETED: Yes N/A No

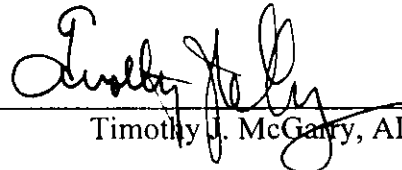
COST TO COUNTY: None

SOURCE OF FUNDS: Mr. & Mrs. Jurado

REVENUE PRODUCING: Yes No X **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty X OMB/Purchasing N/A Risk Management N/A

DIVISION DIRECTOR APPROVAL:


Timothy J. McGarry, AICP

DOCUMENTATION: Included X To Follow Not Required

DISPOSITION:

AGENDA ITEM # K2

Grant of Conservation Easement

THIS AGREEMENT is made this ____ day of _____, 20____ by and between
Jose Alonso Jurado and Ana Maria Jurado

whose address is 19301 East Oakmont Drive, Miami Florida 33015

County of Miami-Dade State of Florida, (Grantor) and Monroe County, a political
subdivision of the State of Florida, whose address is 5100 College Road, Stock Island, Key West, Fl 33040
(Grantee).

The parties recite and declare:

The Grantor is the owner of certain real property commonly known as

108 Coastal Drive, Key Largo Florida, 33037

(the servient estate), more particularly described as follows: (Legal description) Lot 8 Coral Coast

PB 7 pg 63 Monroe County records, RE# 00555231-000800

The Grantor desires to develop the servient estate as (describe project):

A single family home as shown in permit #95-3-2805

The servient estate contains (describe relevant natural features):

Declared High Quality High & Low Elevation Tropical Hardwood Hammock

The Grantee is a general purpose political subdivision of the State authorized and required to
regulate and control the use of real property through land development regulations in order to protect the
public health, safety and welfare. Sec. 9.5-336 of the Grantee's land development regulations requires that

certain areas of the servient estate be retained as open space and preserved in their natural condition if the servient estate is to be developed as a single family home

The parties agree as follows:

1. Grant of easement.

In consideration for a development permit for a single family home and in order to comply with Sec. 9.5-336, Monroe County Code, the Grantor hereby grants to Grantee the easement described below.

2. Character of the easement and governing law.

This easement is a conservation easement under Sec. 704.06, Fla. Stat. and is to be governed by, construed and enforced in accordance with that statute and with the applicable laws of the State of Florida.

3. Location of the easement. (metes and bounds description of the open space area)

- a. The conservation easement is located as follows
as shown in Exhibit A attached

b. The location of the easement is also described in the diagram attached to this instrument as Exhibit "A" and, by reference, made a part of as fully and to the same effect as if set forth in this instrument in its entirety.

4. Restraints imposed by the Conservation Easement.

The conservation easement granted by this instrument imposes the following restrictions on the future use of the servient estate within the easement area:

- a. No removal, trimming or pruning of trees, shrubs, or other vegetation (except non-native vegetation whose removal is authorized by the Grantee's biologist).
- b. No acts that are detrimental to wildlife or wildlife habitat preservation.
- c. No excavation, dredging, or removal of loam, peat gravel, soil, rock, or other material substances in such manner as to affect the surface.

d. No activities detrimental to drainage, flood control, water conservation, erosion control and soil conservation.

e. No dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials.

f. No planting of non-native plants.

5. Terms and persons bound.

This conservation easement is perpetual, runs with the land and is binding on all present and subsequent owners and mortgagees of the servient estate. Grantor represents that the mortgagee(s), if any, whose consent is attached hereto, is (are) the only mortgagee(s) having a security interest in the servient estate.

6. Entire Agreement.

This agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement is not binding upon either party except to the extent incorporated in this Agreement.

7. Modification of Agreement.

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement is binding only if evidenced in writing and signed by an authorized representative of each party and by any mortgagee.

8. Attorney's fees.

In the event of any controversy, claim or dispute arising under this instrument, the prevailing party is entitled to recover reasonable attorney's fees and costs.

9. Entry of Grantee's representative on the servient estate.

The Grantee's representative on the servient estate, after first furnishing the Grantor no less than 24 hours notice for the purposes of inspection to determine the Grantor's compliance with this Agreement.

10. Notice.

Any notice provided for or concerning this Agreement must be in writing and is sufficiently given when sent by certified or registered mail, or via an equivalent service furnished by a private carrier, to the respective address of each party as set forth at the beginning of this Agreement.

(If Applicable)

COLONIAL BANK, N.A.

, whose address is

(Name of Mortgagee)

1200 BRICKELL, 10TH FLOOR

, City of MIAMI

County of MIAMI-DADE

, State of FLORIDA

having a record interest in the lands described in the Conservation Easement Agreement between

JOSE ALONSO JURADO

AND ANA MARIA JURADO

Grantor, and Monroe County, Florida, Grantee, hereby joins in, consents,

and ratifies that Conservation Easement at
below.

COLONIAL BANK, MIAMI, FL

on the date indicated

(Place of Execution)

[Signature]
Witness
[Signature]
Witness

[Signature]
JOSE R. VAZQUEZ, SVP FR
COLONIAL BANK, N.A., Mortgagee

STATE OF FLORIDA

COUNTY OF MONROE

SWORN TO AND SUBSCRIBED before me this 17th day of March

2004, by Jose R. Vazquez, SVP, who is personally known to me or has produced
as identification.

VIVIAN FANJUL DD217137

Typed Notary Name and Number

[Signature]
Notary Signature and Seal



Vivian Fanjul
My Commission DD217137
Expires October 07 2006

Apr 05 04 08:57a

Growth net

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA (Grantee)

By _____
Deputy Clerk

By _____
Mayor/Chairman

Martina Aguado
Signature of witness

MARTINA AGUADO
Printed name of witness

Jacqueline Ralston
Signature of witness

Jacqueline Ralston
Printed name of witness

[Signature]
Grantor

JOSE ALONSO JURADO
Printed name of Grantor

[Signature]
Grantor

ANA MARIA JURADO
Printed name of Grantor

STATE OF FLORIDA
COUNTY OF MONROE

BEFORE ME, the undersigned authority, personally appeared JOSE ALONSO JURADO
and ANA MARIA JURADO who are personally known to me or have produced

_____ and _____, respectively
as identification.

Sworn to and subscribed before me this 18th day of MARCH, 2004.

[Signature]

Typed Notary Name and Number
MONROE COUNTY ATTORNEY

APPROVED AS TO FORM:

[Signature]
ROBERT N. WOLFE
CHIEF ASSISTANT COUNTY ATTORNEY

Notary Signature and Seal



LUIS F. CASTRO
MY COMMISSION # DO 273610
EXPIRES: January 4, 2006
Bonded Title Abstract & Survey Services

LOT: 8 of
SECOND
CORRECTED
PLAN OF "CORAL
COAST."

108 COASTAL DR
KEY LARGO

RE# 00555231-000800

LOT 7

LOT 9

UNDISTURBED
HAWK AREA

EXHIBIT "A"